



UNITED STATES DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE  
GULF OF MEXICO OCS REGION  
GENERAL OFFICES BLDG., 3201 N. CAUSEWAY BLVD.  
P. O. BOX 7844  
METAIRIE, LOUISIANA 70010

OCS-G 5393

	Offering Date 5/25/83	Map Area and Block Number ECS - 318
ACTION	Rental \$ 15,000	Balance of Bonus \$ 1,722,400.00

Name

Aminoll USA, Inc.  
Post Office Box 94193  
Houston, Texas 77292

Elf Aquitaine, Inc.

## LEASE FORMS TRANSMITTED FOR EXECUTION

Pursuant to Section 8 of the Outer Continental Shelf Lands Act (67 Stat. 462; 43 U.S.C. 1337) as amended (92 Stat. 629), and the regulations pertaining thereto (30 CFR 256), your bid for the above block is accepted.

Your qualifications have been examined and are satisfactory. Accordingly, in order to perfect your rights hereunder, the following action must be taken:

- 1. Execute and return the three copies of attached lease. (If lease is executed by an agent, evidence must be furnished of agent's authorization.)
- 2. Pay the balance of bonus and the first year's rental indicated above in accordance with the following:
  - a. If payment is to be made with a Federal Reserve Check, payment must be made not later than the 15th day after receipt of this action (30 CFR 256.13(a)(1)). That day is JUN 20 1983
  - b. If payment is to be made with a Commercial Check, payment must be made not later than the 14th day after receipt of this action (30 CFR 256.13 (a)(2)). That day is JUN 17 1983
- 3. Comply with bonding requirements according to 30 CFR 256, Subpart I.
- 4. Comply with the affirmative action compliance program requirements of 41 CFR section 60-1.40 within 120 days of the effective date of the lease.

Compliance with requirements 1, 2, and 3 above must be made not later than the 14th or 15th day, whichever is applicable as shown in 2 above, after receipt of this action. Failure to comply will result in forfeiture of the 1/3 bonus deposit and your rights to acquire the lease.

IMPORTANT: The lease form requires the attachment of the CORPORATE SEAL to all leases executed by corporations.

(Orig. Sgd.) John L. Rankin

Acting Regional Manager

Date JUN 3 1983

Attachments

EXHIBIT B

Form MMS-2005  
(August 1982)  
(formerly Form 3300-1)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE

OIL AND GAS LEASE OF SUBMERGED LANDS  
UNDER THE OUTER CONTINENTAL SHELF LANDS ACT

*This form does not constitute an information collection as defined by 44 U.S.C. 3502  
and therefore does not require approval by the Office of Management and Budget.*

Office	Serial number
Metairie, LA	CCS-G 5393
Cash bonus	Rental rate per acre, hectare or fraction thereof \$3.00 per acre
\$2,153,010.00	
Minimum royalty rate per acre, hectare or fraction thereof \$3.00 per acre	Royalty rate 16 2/3 percent
Work commitment	Profit share rate

This lease is effective as of **JUL 1 1983** (hereinafter called the "Effective Date") and shall continue for an initial period of **five** years (hereinafter called the "Initial Period") by and between the United States of America (hereinafter called the "Lessor"), by the **Regional Manager, Gulf of Mexico OCS Region**, Minerals Management Service, its authorized officer, and

**Aminco USA, Inc.** **50.00000%**  
**Elf Aquitaine, Inc.** **50.00000%**

RECEIVED  
JUL 16 12 41 PM '03  
MINERALS MANAGEMENT SERVICE  
OUTER CONTINENTAL SHELF LANDS ACT

(hereinafter called the "Lessee"). In consideration of any cash payment heretofore made by the Lessee to the Lessor and in consideration of the promises, terms, conditions, and covenants contained herein, including the Stipulation(s) numbered **1** attached hereto, the Lessee and Lessor agree as follows:

**Sec. 1. Statutes and Regulations.** This lease is issued pursuant to the Outer Continental Shelf Lands Act of August 7, 1958, 67 Stat. 462; 48 U.S.C. 1331 et seq., as amended (92 Stat. 629), (hereinafter called the "Act"). The lease is issued subject to the Act; all regulations issued pursuant to the statute and in existence upon the Effective Date of this lease; all regulations issued pursuant to the statute in the future which provides for the prevention of waste and the conservation of the natural resources of the Outer Continental Shelf, and the protection of correlative rights therein and all other applicable statutes and regulations.

**Sec. 2. Right of Lessee.** The Lessor hereby grants and leases to the Lessee the exclusive right and privilege to drill for, develop, and produce oil and gas resources, except helium gas, in the submerged lands of the Outer Continental Shelf covering approximately **5000** acres or **2000** hectares (hereinafter referred to as the "leased area"), described as follows:

All of Block 318, East Cameron Area, South Addition, OCS Leasing Map, Location Map No. 2A.

These rights include:

(a) the nonexclusive right to conduct within the leased area geological and geophysical explorations in accordance with applicable regulations;

(b) the nonexclusive right to drill water wells within the leased area, unless the water is part of geopressured geothermal and associated resources, and to use the water produced therefrom for operations pursuant to the Act free of cost, on the condition that the drilling is conducted in accordance with procedures approved by the Director of the Minerals Management Service or the Director's delegate (hereinafter called the "Director"); and

(c) the right to construct or erect and to maintain within the leased area artificial islands, installations, and other devices permanently or temporarily attached to the seabed and other works and structures necessary to the full enjoyment of the lease, subject to compliance with applicable laws and regulations.

**Sec. 3. Term.** This lease shall continue from the Effective Date of the lease for the Initial Period and so long thereafter as oil or gas is produced from the leased area in paying quantities, or drilling or well reworking operations, as approved by the Lessor, are conducted thereon.

**Sec. 4. Rentals.** The Lessee shall pay the Lessor, on or before the first day of each lease year which commences prior to a discovery in paying quantities of oil or gas on the leased area, a rental as shown on the face hereof.

**Sec. 5. Minimum Royalty.** The Lessee shall pay the Lessor at the expiration of each lease year which commences after a discovery of oil and gas in paying quantities, a minimum royalty as shown on the face hereof or, if there is production, the difference between the actual royalty required to be paid with respect to such lease year and the prescribed minimum royalty, if the actual royalty paid is less than the minimum royalty.

**Sec. 6. Royalty on Production.** (a) The Lessee shall pay a fixed royalty as shown on the face hereof in amount or value of production saved, removed, or sold from the leased area. Gas of all kinds (except helium) is subject to royalty. The Lessor shall determine whether production royalty shall be paid in amount or value.

(b) The value of production for purposes of computing royalty on production from this lease shall never be less than the fair market value of the production. The value of production shall be the estimated reasonable value of the production as determined by the Lessor, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field or area, to the price received by the Lessee, to posted prices, to regulated prices, and to other relevant matters. Except when the Lessor, in its discretion, determines not to consider special pricing relief from otherwise applicable Federal regulatory requirements, the value of production for the purposes of computing royalty shall not be deemed to be less than the gross proceeds according to the Lessee from the sale thereof. In the absence of good reason to the contrary, value computed on the basis of the highest price paid or offered at the time of production in a fair and

open market for the major portion of like-quality products produced and sold from the field or area where the leased area is situated, will be considered to be a reasonable value.

(c) When paid in value, royalties on production shall be due and payable monthly on the last day of the month next following the month in which the production is obtained, unless the Lessor designates a later time. When paid in amount, such royalties shall be delivered at pipeline connections or in tanks provided by the Lessee. Such deliveries shall be made at reasonable times and intervals and, at the Lessor's option, shall be effected either (i) on or immediately adjacent to the leased area, without cost to the Lessor, or (ii) at a more convenient point closer to shore or on shore, in which event the Lessee shall be entitled to reimbursement for the reasonable cost of transporting the royalty substance to such delivery point. The Lessee shall not be required to provide storage for royalty paid in amount in excess of tankage required when royalty is paid in value. When royalties are paid in amount, the Lessee shall not be held liable for the loss or destruction of royalty oil or other liquid products in storage from causes over which the Lessee has no control.

**Sec. 7. Payments.** The Lessee shall make all payments to the Lessor by check, bank draft, or money order unless otherwise provided by regulations or by direction of the Lessor. Rentals, royalties, and any other payments required by this lease shall be made payable to the Mineral Management Service and tendered to the Director.

Sec. 8. Bonds. The Lessor shall maintain at all times the bond(s) required by regulation prior to the issuance of the lease and shall furnish such additional security as may be required by the Lessor if, after operations have begun, the Lessor deems such additional security to be necessary.

**Sec. 9. Plans.** The Lessee shall conduct all operations on the leased area in accordance with approved exploration plans, and approved development and production plans as are required by regulations. The Lessee may depart from an approved plan only as provided by applicable regulations.

**Sec. 10. Performance.** The Lessee shall comply with all regulations and orders relating to exploration, development, and production. After due notice in writing, the Lessee shall drill such wells and produce at such rates as the Lessor may require in order that the leased area or any part thereof may be properly and timely developed and produced in accordance with sound operating principles.

See. 11. Directional Drilling. A directional well drilled under the leased area from a surface location on nearby land not covered by this lease shall be deemed to have the same effect for all purposes of the lease as a well drilled from a surface location on the leased area. In those circumstances, drilling shall be considered to have been commenced on the leased area when drilling is commenced on the nearby land for the purpose of directionally drilling under the leased area, and production of oil or gas from the leased area through any directional well surfaced on nearby land or drilling or reworking of any such directional well shall be considered production or drilling or reworking operations on the leased area for all purposes of the lease. Nothing contained in this Section shall be construed as granting to the Lessee any interest, license, easement, or other right in any nearby land.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE

Outer Continental Shelf, Central Gulf of Mexico  
Oil and Gas Lease Offering (May 1983)

STIPULATION NO. 1 - CULTURAL RESOURCE

OCS-G 5393

If the Regional Manager (RM) has reason to believe that a site, structure, or object of historical or archaeological significance, hereinafter referred to as "cultural resource," may exist in the leased area and gives the lessee written notice that the lessee is enforcing the provisions of this stipulation, the lessee shall, upon receipt of such notice, comply with the following requirements:

- (1) Prior to any drilling activity or the construction or placement of any structure for exploration or development on the lease, including but not limited to, well drilling and pipeline and platform placement, hereinafter in this stipulation referred to as "operation," the lessee shall conduct remote sensing surveys and/or prepare a report, as specified by the RM, to determine the potential existence of any cultural resource that may be affected by such operation. All data produced, as well as other pertinent natural and cultural environmental data, shall be examined by an archaeologist and geophysicist to determine if indicators are present suggesting the existence of a cultural resource that may be adversely affected by any lease operation. A report of such surveys and assessments prepared by an archaeologist and geophysicist shall be submitted by the lessee to the RM.
- (2) If such cultural resource indicators are present, the lessee shall: (a) locate the site of the lease operation so as not to affect adversely the identified location; or (b) establish to the satisfaction of the RM, on the basis of further archaeological investigation conducted by an archaeologist and geophysicist using such survey equipment and techniques as deemed necessary by the RM, either that such operation will not adversely affect the location identified or that the potential cultural resource suggested by the occurrence of the indicators does not exist.
- (3) A report of the latter investigation prepared by the archaeologist and geophysicist shall be submitted to the RM for review. Should the RM determine that the existence of a cultural resource which may be adversely affected by such operation is sufficiently established to warrant protection, the lessee shall take no action that may result in an adverse effect on such cultural resource until the RM has given directions as to its protection.

In addition, the lessee agrees that if any cultural resource should be discovered during the conduct of any operation on the lease area, he shall report immediately such findings to the RM and make every reasonable effort to protect the cultural resource until the RM gives directions as to its protection.

**Sec. 12. Safety Requirements.** The Lessee shall (a) maintain all places of employment within the leased area in compliance with occupational safety and health standards and, in addition, free from recognized hazards to employees of the Lessee or of any contractor or subcontractor operating within the leased area;

(b) maintain all operations within the leased area in compliance with regulations intended to protect persons, property, and the environment on the Outer Continental Shelf; and

(c) allow prompt access, at the site of any operation subject to safety regulations, to any authorized Federal inspector and shall provide any documents and records which are pertinent to occupational or public health, safety, or environmental protection as may be requested.

**Sec. 13. Suspension and Cancellation.** (a) The Lessor may suspend or cancel this lease pursuant to Section 5 of the Act and compensation shall be paid when provided by the Act.

(b) The Lessor may, upon recommendation of the Secretary of Defense, during a state of war or national emergency declared by Congress or the President of the United States, suspend operations under the lease, as provided in Section 12(c) of the Act, and just compensation shall be paid to the Lessee for such suspension.

**Sec. 14. Indemnification.** The Lessee shall indemnify the Lessor for, and hold it harmless from, any claim, including claims for loss or damage to property or injury to persons caused by or resulting from any operation on the leased area conducted by or on behalf of the Lessee. However, the Lessee shall not be held responsible to the Lessor under this section for any loss, damage, or injury caused by or resulting from:

(a) negligence of the Lessor other than the commission or omission of a discretionary function or duty on the part of a Federal agency whether or not the discretion involved is abused; or

(b) the Lessee's compliance with an order or directive of the Lessor against which an administrative appeal by the Lessee is filed before the cause of action for the claim arises, and is pursued diligently thereafter.

**Sec. 15. Disposition of Production.** (a) As provided in Section 27(a)(2) of the Act, the Lessor shall have the right, to purchase not more than 16 2/3 percent by volume of the oil and gas produced pursuant to the lease at the regulated price, or if no regulated price applies, at the fair market value at the wellhead of the oil and gas saved, removed, or sold, except that any oil or gas obtained by the Lessor as royalty or net profit share shall be credited against the amount that may be purchased under this subsection.

(b) As provided in Section 27(d) of the Act, the Lessee shall take any Federal oil or gas for which no acceptable bids are received, as determined by the Lessor, and which is not transferred to a Federal agency pursuant to Section 27(a)(3) of the Act, and shall pay to the Lessor a cash amount equal to the regulated price, or if no regulated price applies, the fair market value of the oil or gas so obtained.

(c) As provided in Section 8(b)(7) of the Act, the Lessee shall offer 20 percent of the crude oil, condensate, and natural gas liquids produced on the lease, at the market value and point of delivery as provided by regulations applicable to Federal royalty oil to small or independent refiners as defined in the Emergency Petroleum Allocation Act of 1973.

(d) In time of war, or when the President of the United States shall so prescribe, the Lessor shall have the right of first refusal to purchase at the market price all or any portion of the oil or gas produced from the leased area, as provided in Section 12(b) of the Act.

**Sec. 16. Unitization, Pooling, and Drilling Agreements.** Within such time as the Lessor may prescribe, the Lessee shall subscribe to and operate under a unit, pooling, or drilling agreement embracing all or part of the lands subject to this lease as the Lessor may determine to be appropriate or necessary. Where any provision of a unit, pooling, or drilling agreement, approved by the Lessor, is inconsistent with a provision of this lease, the provision of the agreement shall govern.

Page 3

**Sec. 17. Equal Opportunity Clause.** During the performance of this lease, the Lessee shall fully comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended (reprinted in 41 CFR 60-1-(a)), and the implementing regulations, which are for the purpose of preventing employment discrimination against persons on the basis of race, color, religion, sex, or national origin. Paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, are incorporated in this lease by reference.

**Sec. 18. Certification of Nonsegregated Facilities.** By entering into this lease, the Lessee certifies, as specified in 41 CFR 60-1.8, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, restaurants and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Lessee further agrees that it will obtain identical certifications from proposed contractors and subcontractors prior to award of contracts or subcontracts unless they are exempt under 41 CFR 60-1.5.

**Sec. 19. Reservations to Lessor.** All rights in the leased area not expressly granted to the Lessee by the Act, the regulations, or this lease are hereby reserved to the Lessor. Without limiting the generality of the foregoing, reserved rights include:

(a) the right to authorize geological and geophysical exploration in the leased area which does not unreasonably interfere with or endanger actual operations under the lease, and the right to grant such easements or rights-of-way upon, through, or in the leased area as may be necessary or appropriate to the working of other lands or to the treatment and shipment of products thereof by or under authority of the Lessor;

(b) the right to grant leases for any minerals other than oil and gas within the leased area, except that operations under such leases shall not unreasonably interfere with or endanger operations under this lease;

(c) the right, as provided in Section 12(d) of the Act, to restrict operations in the leased area or any part thereof which may be designated by the Secretary of Defense, with approval of the President, as being within an area needed for national defense, and so long as such designation remains in effect no operations may be conducted on the surface of the leased area or the part thereof included within the designation except with the concurrence of the Secretary of Defense. If operations or production under this lease within any designated area are suspended pursuant to this paragraph, any payments of rentals and royalty prescribed by this lease likewise shall be suspended during such period of suspension of operations and production, and the term of this lease shall be extended by adding thereto any such suspension period, and the Lessor shall be liable to the Lessee for such compensation as is required to be paid under the Constitution of the United States.

**Sec. 20. Transfer of Lease.** The Lessee shall file for approval with the appropriate field office of the Minerals Management Service any instrument of assignment or other transfer of this lease, or any interest therein, in accordance with applicable regulations.

(Continued on reverse)

**Sec. 21. Surrender of Lease.** The Lessee may surrender this entire lease or any officially designated subdivision of the leased area by filing with the appropriate field office of the Minerals Management Service a written relinquishment, in triplicate, which shall be effective as of the date of filing. No surrender of this lease or of any portion of the leased area shall relieve the Lessee or its surety of the obligation to pay all accrued rentals, royalties, and other financial obligations or to abandon all wells on the area to be surrendered in a manner satisfactory to the Director.

**Sec. 22. Removal of Property on Termination of Lease.** Within a period of one year after termination of this lease in whole or in part, the Lessee shall remove all devices, works, and structures from the premises no longer subject to the lease in accordance with applicable regulations and orders of the Director. However, the Lessee may, with the approval of the Director, continue to maintain devices, works, and structures on the leased area for drilling or producing on other leases.

**Sec. 23. Remedies in Case of Default.** (a) Whenever the Lessee fails to comply with any of the provisions of the Act, the regulations issued pursuant to the Act, or the terms of this lease, the lease shall be subject

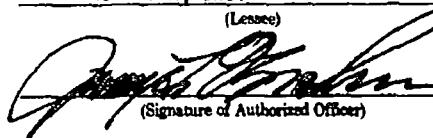
to cancellation in accordance with the provisions of Section 5(c) and (d) of the Act and the Lessor may exercise any other remedies which the Lessor may have, including the penalty provisions of Section 24 of the Act. Furthermore, pursuant to Section 8(o) of the Act, the Lessor may cancel the lease if it is obtained by fraud or misrepresentation.

(b) Nonenforcement by the Lessor of a remedy for any particular violation of the provisions of the Act, the regulations issued pursuant to the Act, or the terms of this lease shall not prevent the cancellation of this lease or the exercise of any other remedies under paragraph (a) of this section for any other violation or for the same violation occurring at any other time.

**Sec. 24. Unlawful Interest.** No member of, or Delegate to, Congress, or Resident Commissioner, after election or appointment, or either before or after they have qualified, and during their continuance in office, and no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR Part 7, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom. The provisions of Section 3741 of the Revised Statutes, as amended, 41 U.S.C. 22, and the Act of June 25, 1948, 62 Stat. 702, as amended, 18 U.S.C. 431-433, relating to contracts made or entered into, or accepted by or on behalf of the United States, form a part of this lease insofar as they may be applicable.

Aminoil USA, Inc.

(Lessee)



(Signature of Authorized Officer)

Jerry F. Brasher

(Name of Signatory)

Contract Agent

(Title)

June 7, 1983

(Date)

P. O. Box 94193  
Houston, Texas 77292

(Address of Lessee)

THE UNITED STATES OF AMERICA, Lessor



(Signature of Authorized Officer)

John L. Rankin

(Name of Signatory)

Acting Regional Manager  
Gulf of Mexico OCS Region  
Minerals Management Service

(Title)

JUN 17 1983

(Date)

Elf Aquitaine, Inc.

(Lessee)

(Lessee)

Richard J. Johnson

(Signature of Authorized Officer)

(Signature of Authorized Officer)

Richard J. Johnson

(Name of Signatory)

(Name of Signatory)

Attorney-in-Fact

(Title)

(Title)

June 10, 1983

ATTEST,

(Date)

(Date)

Assistant Secretary

1100 Milam Building, Houston, Texas 77002

(Address of Lessee)

(Address of Lessee)

(Lessee)

(Lessee)

(Signature of Authorized Officer)

(Signature of Authorized Officer)

(Name of Signatory)

(Name of Signatory)

(Title)

(Title)

(Date)

(Date)

(Address of Lessee)

(Address of Lessee)



RECEIVED

Jun 17 2 28 PM '83

REGISTRATION MAILING & SERVICE  
EXCELSIOR MAILING & LOGISTICS  
EXCELSIOR MAILING & LOGISTICS

Jerry F. Brasher  
Offshore Land Manager  
(713) 827-5548

June 15, 1983

Minerals Management Service  
P.O. Box 7944  
3301 N. Causeway Blvd.  
Metairie, Louisiana 70011

Attn: Mr. John L. Rankin

RE: East Cameron Area  
South Addition  
Block 318, OCS-G 5393

Gentlemen:

Enclosed for deposit with your office are three (3) copies of oil and gas lease, OCS-G 5393, executed in behalf of Aminoil USA, Inc. and Elf Aquitaine, Inc.

Also enclosed is a check in the amount of one million seven hundred thirty seven thousand four hundred dollars and no cents (\$1,737,400.00) for payment of the balance of the bonus and the first year's rental.

We shall appreciate your reviewing the enclosed material and acknowledge a copy of this letter if all is in proper form.

Sincerely,

AMINOIL USA, INC.

Jerry F. Brasher  
Contract Agent

JFB:am

Received and acknowledged this

17 day of June, 1983

BY: LaNelle Rankin

Aminoil USA, Inc., P.O. Box 94193 Houston, Texas 77018 (713) 686-9261



Jerry F. Brasher  
Offshore Land Manager  
(713) 827-5548

June 15, 1983

Minerals Management Service  
P.O. Box 7944  
3301 N. Causeway Blvd.  
Metairie, Louisiana 70011

Attn: Mr. John L. Rankin

RE: Designation of Operator Form  
East Cameron Area  
Block 318, OCS-G 5393

Gentlemen:

Enclosed herewith are three (3) copies of Designation of Operator form  
executed by Elf Aquitaine, Inc., in favor of Aminoil USA, Inc.

Aminoil USA, Inc. hereby accepts the responsibility of operatorship  
on the captioned lease.

Very truly yours,

AMINOIL USA, INC.

  
Jerry F. Brasher  
Contract Agent

JFB:am

RECEIVED  
JUN 16 1983  
FEDERAL BUREAU OF INVESTIGATION  
HOUSTON FIELD OFFICE

Aminoil USA, Inc., P.O. Box 94193 Houston, Texas 77018 (713) 686-9261

UNITED STATES DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE  
GULF OF MEXICO REGION, LEASING ADJUDICATION

RECEIPT FOR 8 ASSIGNMENTS OF OPERATING RIGHTS

DelMar Operating, Inc.  
1100 Louisiana  
Suite 900  
Houston, TX 77002

DATE: December 16, 1994

FILING FEE EARNED: \$200.00

OCS-G	AREA	BLOCK
2306	SM	261
2306	SM	261
2306	SM	261
5206	SS	356
5392	EC	317
<u>5393</u>	EC	318
5516	EI	324
5803	EW	903

UNITED STATES DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE  
GULF OF MEXICO REGION, LEASING ADJUDICATION

NON-REQUIRED DOCUMENT  
Filing Fee Receipt

Page 1  
Thursday 29 September 1994

Schully, Roberts & Slattery  
Energy Centre  
1100 Poydras, Ste. 1800  
New Orleans, LA 70163

Receipt Total: \$500.00

Document Type: Mortgage, Deed of Trust, Security Agreement

Subject: Collateral Mortgage of Mineral Interests

OCS Filing Number	Leases Affected	Document Filing Fee	Lease Number
00436	20	\$500.00	00436
			00437
			G00988
			G01891
			G02009
			G02320
			G02321
			G02845
			G02846
			G04252
			G04405
			G04407
			G04436
			G04750
			G05206
			G05392
			G05393
			<u>G05499</u>
			G05516
			G05803

UNITED STATES DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE  
GULF OF MEXICO REGION, LEASING ADJUDICATION

RECEIPT FOR 5 ASSIGNMENTS OF OPERATING RIGHTS

DelMar Operating, Inc.  
1100 Louisiana  
Suite 900  
Houston, TX 77002

DATE: November 8, 1993

FILING FEE EARNED: \$125.00

OCS-G	AREA	BLOCK
5206	SS	356
5392	EC	317
<u>5393</u>	EC	318
5516	EI	324
5803	EW	903

UNITED STATES DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE  
GULF OF MEXICO REGION, LEASING ADJUDICATION

RECEIPT FOR 1 ASSIGNMENT OF OPERATING RIGHTS

Elf Exploration, Inc.  
1000 Louisiana  
Suite 3800  
Houston, TX 77002

DATE: March 19, 1993

FILING FEE EARNED: \$25.00

OCS-G	AREA	BLOCK
5393	EC	318

UNITED STATES DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE  
GULF OF MEXICO REGION, LEASING ADJUDICATION

RECEIPT FOR 4 ASSIGNMENTS OF OPERATING RIGHTS

DATE: March 8, 1993

APPLICANT: DelMar Operating, Inc.  
1000 Louisiana  
Suite 3800  
Houston, TX 77002

FILING FEE EARNED: \$100.00

OCS-G	AREA	BLOCK
-----	-----	-----
4436	SM	234
4436	SM	234
4750	WC	95
5393	EC	318

Sent to: Suite 4200

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE

RECEIPT

DATE: January 7, 1993

SERIAL NUMBER: Assignments of Operating Rights,  
OCS-G 5803, 5206, 2319, 3766, 2223, 2319, 2306, 3523,  
4705, 2845, 2846, 4405, 5516, 4407, 5393, 5392

SUBJECT: Blocks 903, 947, Ewing Bank; Block 356, Ship Shoal Area;  
Portions of Block 342, Eugene Island Area; Blocks 510, 531, 509,  
95, 426, 427, 518, 523, West Cameron Area; Portion of Block 261,  
South Marsh Island Area; Portion of Block 318, East Cameron Area;  
Block 317, East Cameron Area

APPLICANT: REMITTER IF DIFFERENT:

Elf Aquitaine Exploration, Inc.  
1000 Louisiana, Suite 3800  
Houston, Texas 77002

FILING FEE EARNED: \$400.00  
FUND SYMBOL:  
140850

Check No. 112619, dated 12/17/92, Morgan Bank (Delaware), Wilmington, Delaware

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE

RECEIPT

DATE: December 31, 1992

SERIAL NUMBER: Assignments of Operating Rights,  
OCS-G 2047, 5393, 7826, 2845, 2846

SUBJECT: Blocks 272, 318, East Cameron Area; Block 258, Main Pass Area;  
Blocks 426, 427, West Cameron Area

APPLICANT:

DelMar Operating, Inc.  
1000 Louisiana, Suite 4200  
Houston, Texas 77002

REMITTER IF DIFFERENT:

FILING FEE EARNED:

\$125.00

FUND SYMBOL:

140850

Check No. 51975, dated 12/15/92, NationsBank of Texas, N.A., Wichita Falls,  
Texas

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE

**RECEIPT**

DATE: November 18, 1992

SERIAL NUMBER: Assignments of Operating Rights,  
OCS-G 2306, 2306, 2306, 2845, 2846, 3176, 3176, 5392, 5393

SUBJECT: Block 261, South Marsh Island Area; Blocks 426, 427, West Cameron  
Area; Block 146, South Timbalier Area; Blocks 317, 318, East Cameron  
Area

APPLICANT:

DelMar Operating, Inc.  
1000 Louisiana, Suite 4200  
Houston, Texas 77002

REMITTER IF DIFFERENT:

FILING FEE EARNED:	\$225.00
FUND SYMBOL:	
140850	

Check No. 51488, dated 11/5/92, NationsBank of Texas, N.A., Wichita Falls, Texas

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE

RECEIPT

DATE: September 21, 1992

SERIAL NUMBER: Assignments of Operating Rights,  
OCS-G 5206, 5393, 5516, 5803

SUBJECT: Block 356, Ship Shoal Area; Portion of Block 318, East Cameron Area;  
Block 324, Eugene Island Area; Block 903/947, Ewing Bank

APPLICANT:

DelMar Operating, Inc.  
1000 Louisiana, Suite 4200  
Houston, Texas 77002

REMITTER IF DIFFERENT:

FILING FEE EARNED:

\$100.00

FUND SYMBOL:

140850

Check No. 50796, dated 9/4/92, NationsBank of Texas, N.A., Wichita Falls, Texas

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE

RECEIPT

DATE: September 16, 1992

SERIAL NUMBER: Assignment of Operating Rights,  
OCS-G 5393

SUBJECT: Portion of Block 318, East Cameron Area

APPLICANT:

DelMar Operating, Inc.  
1000 Louisiana, Suite 4200  
Houston, Texas 77002

REMITTER IF DIFFERENT:

FILING FEE EARNED:

\$25.00

FUND SYMBOL:

140850

Check No. 50800, dated 9/4/92, NationsBank of Texas, N.A., Wichita Falls, Texas

UNITED STATES

DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE

RECEIPT

DATE: August 12, 1992

SERIAL NUMBER: Assignments of Operating Rights,  
OCS-G 2047, 5393, 7826, 8151

SUBJECT: Block 272, East Cameron Area; Portion of Block 318, East Cameron  
Area; Block 258, Main Pass Area; Block 207, High Island Area

APPLICANT:

DelMar Operating, Inc.  
1000 Louisiana, Suite 4200  
Houston, Texas 77002

REMITTER IF DIFFERENT:

FILING FEE EARNED:

\$100.00

FUND SYMBOL:

140850

Check No. 50278, dated 7/16/92, NationsBank of Texas, N.A., Wichita Falls, Texas

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE

**RECEIPT**

**DATE:** July 6, 1992

**SERIAL NUMBER:** Assignments of Operating Rights,  
OCS-G 4405, 4407, 5392, 5393, 5516

**SUBJECT:** Blocks 518 and 523, West Cameron Area, South Addition;  
Block 317, East Cameron Area, South Addition; Portion of  
Block 318, East Cameron Area, South Addition; Block 324,  
Eugene Island Area, South Addition

**APPLICANT:**

Rio Grande Drilling Company  
4040 Broadway, Suite 506  
San Antonio, Texas 78209

**REMITTER IF DIFFERENT:**

**FILING FEE EARNED:**

\$125.00

**FUND SYMBOL:**

140850

Check Nos. 000170, 000171, 000173, 000174 and 000175, dated 6/26/92,  
International Bank of Commerce, San Antonio, Texas

UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 MINERALS MANAGEMENT SERVICE

April 10, 1992 DATE  
 Assignments of Operating Rights, OCS-G 2223, 2306, 2319, 2319,  
 2845, 2846, 3523, 3766, PARENT SERIAL NUMBER  
 4405, 4407, 4436, 4705, 5206, 5392, 5516, 5393, 5803

Blocks 426, 427, 518, 523, 531, 510, 509, West Cameron Area;  
 Portion of Block 261, South Marsh Island Area; SUBJECT  
 APPLICANT: REMITTER IF DIFFERENT THAN APPLICANT:

Elf Aquitaine Exploration,  
 Inc. (M.M.)  
 1000 Louisiana, Suite 3800  
 Houston, Texas 77002

PURPOSE	FUND SYMBOL	AMOUNT
FILING FEE EARNED	140850 (17)	\$ 425 00
ADVANCE FILING FEE AND/OR RENTAL	14X6800 (17)	
ONE-FIFTH BONUS	14X6875 (17)	
FIRST YEAR'S RENTAL		
FOUR-FIFTHS BONUS		
<b>TOTAL</b>		<b>\$ 425 00</b>

Check No. 07152, dated 11/19/91, Morgan Bank (Delaware), Wilmington,  
 Delaware

Portion of Block 342, Eugene Island Area; Block 234, South Marsh Island  
 Area; Block 95, West Cameron Area; Blocks 903 and 947, Ewing Bank;  
 Block 356, Ship Shoal Area; Blocks 324, 317, East Cameron Area;  
 Portion of Block 318, East Cameron Area

REMARKS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ BY \_\_\_\_\_ DATE \_\_\_\_\_

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UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 MINERALS MANAGEMENT SERVICE

3

April 10, 1992 DATE  
 Assignments of Operating Rights, OCS-G 5393, 4407  
2047, 7826, 8151 PARENT SERIAL NUMBER

Block 207, High Island Area;  
 Portion of Blocks 318 and 272, East Cameron Area; Block 523,  
West Cameron Area; Block 258, Main Pass Area SUBJECT  
 APPLICANT: REMITTER IF DIFFERENT THAN APPLICANT:

MDOI, Inc.  
 1000 Louisiana, Suite 3800  
 Houston, Texas 77002

PURPOSE	FUND SYMBOL	AMOUNT
FILING FEE EARNED	140850 (17)	\$125 00
ADVANCE FILING FEE AND/OR RENTAL	14X6800 (17)	
ONE-FIFTH BONUS	14X6875 (17)	
FIRST YEAR'S RENTAL		
FOUR-FIFTHS BONUS		
TOTAL		\$125 00

Check No. 07152, dated 11/19/91, Morgan Bank (Delaware), Wilmington,  
 Delaware

REMARKS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ BY \_\_\_\_\_ DATE \_\_\_\_\_

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UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 MINERALS MANAGEMENT SERVICE

April 10, 1992 J  
 DATE  
 Assignments of Operating Rights,  
OCS-G 5393, 2845, 2846 PARENT SERIAL NUMBER

Portion of Block 318, East Cameron Area;  
Blocks 426 and 427, West Cameron Area S  
 APPLICANT: SUBJECT  
REMITTER IF DIFFERENT THAN APPLICANT:

Elf Aquitaine/MM 1985 Exploration  
 Limited Partnership  
 1000 Louisiana, Suite 3800  
 Houston, Texas 77002

PURPOSE	FUND SYMBOL	AMOUNT
<u>FILING FEE EARNED</u>	140850 (17)	\$ 75 00
<u>ADVANCE FILING FEE AND/OR RENTAL</u>	14X6800 (17)	
<u>ONE-FIFTH BONUS</u>	14X6875 (17)	
<u>FIRST YEAR'S RENTAL</u>		
<u>FOUR-FIFTHS BONUS</u>		
<u>TOTAL</u>		\$ 75 00

Check No. 07152, dated 11/19/91, Morgan Bank (Delaware), Wilmington, Delaware

REMARKS \_\_\_\_\_

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 \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_

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UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 MINERALS MANAGEMENT SERVICE

April 10, 1992 DATE

Assignments of Operating Rights, OCS-G 2047, 2047, 2047, 2047,  
 2047, 2845, 2846, 5393, PARENT SERIAL NUMBER  
 7826, 7826, 7826, 7826, 8151, 8151, 8151, 8151, 8151

Block 426, 427, West Cameron Area; Portion of Blocks 318 and  
 272, East Cameron Area; Block 258, Main Pass Area. SUBJECT  
 APPLICANT: REMITTER IF DIFFERENT THAN APPLICANT:

Elf Aquitaine Oil Programs, Inc.  
 1000 Louisiana, Suite 3800  
 Houston, Texas 77002

PURPOSE	FUND SYMBOL	AMOUNT	
<u>FILING FEE EARNED</u>	140850 (17)	\$ 450	00
<u>ADVANCE FILING FEE AND/OR RENTAL</u>	14X6800 (17)		
<u>ONE-FIFTH BONUS</u>	14X6875 (17)		
<u>FIRST YEAR'S RENTAL</u>			
<u>FOUR-FIFTHS BONUS</u>			
<u>TOTAL</u>		\$ 450	00

Check No. 07152, dated 11/19/91, Morgan Bank (Delaware), Wilmington,  
 Delaware

Block 207, High Island Area

REMARKS \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE

DATE

PARENT SERIAL NUMBER

**APPLICANT:** \_\_\_\_\_ **SUBJECT**  
**REMITTER IF DIFFERENT THAN APPLICANT:** \_\_\_\_\_

PURPOSE	FUND SYMBOL	AMOUNT
<b>FILING FEE EARNED</b>	140850 (17)	125.00
<b>ADVANCE FILING FEE AND/OR RENTAL</b>	14X6800 (17)	
<b>ONE-FIFTH BONUS</b>	14X6875 (17)	
<b>FIRST YEAR'S RENTAL</b>		
<b>FOUR-FIFTHS BONUS</b>		
<b>TOTAL</b>		125.00

**REMARKS** \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_

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UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 MINERALS MANAGEMENT SERVICE

March 1, 1990

DATE

OCS-G 1023, 1025, 1526, 1597, 1598, 1670, 1848, 1953, 1996,  
 2087, 2219, 2750, 2754, 3079, PARENT SERIAL NUMBER

Atwater Valley; Brazos Area, South Addition; East Cameron; East Cameron,  
 South Addition; Eugene Island; Eugene Island, South Addition; Ewing Bank;  
Galveston Area, South Addition; Garden Banks; Grand Isle; SUBJECT  
APPLICANT: REMITTER IF DIFFERENT THAN APPLICANT:

Elf Exploration, Inc.  
 1000 Louisiana, Suite 3800  
 Houston, Texas 77002

PURPOSE	FUND SYMBOL	AMOUNT
FILING FEE EARNED	140850 (17)	\$2475 00
ADVANCE FILING FEE AND/OR RENTAL	14X6800 (17)	
ONE-FIFTH BONUS	14X6875 (17)	
FIRST YEAR'S RENTAL		
FOUR-FIFTHS BONUS		
<b>TOTAL</b>		<b>\$2475 00</b>

Check No. 4560, dated 1/24/90, Morgan Bank (Delaware).

3080, 3160, 3194, 3280, 3466, 3811, 3940, 3975, 4253, 4254, 4264, 4436, 4541,  
 4700, 4864, 4903, 5071, 5091, 5095, 5316, 5393, 5498, 5521, 5551, 5748, 5759,  
 5760, 7267, 7268, 7472, 7673, 7689, 7690, 7730, 7844, 7917, 8001, 8007, 8015,  
 8016, 8020, 8021, 8022, 8023, 8026, 8300, 8411, 8423, 8424, 8461, 8989, 9400,  
 9563, 9585, 9637, 9676, 9694, 9739, 9914, 9915, 10000, 10001, 10011, 10015,  
 10020, 10023, 10024, 10025, 10026, 10030, 10205, 10217, 10257, 10260, 10326,  
 10617, 10670, 10672, 10691, 10734, 10953, 10980, 10985, 10987 and 11267

Green Canyon; High Island, East Addition; High Island, East Addition, South  
 Extension; Main Pass; Main Pass, South & East Additions; Matagorda Island;  
 Mississippi Canyon; Mobile; Mustang Island, East Addition; South Marsh Island,  
 North Addition; Ship Shoal Area; Ship Shoal, South Addition; South Timbalier;  
 Vermilion; Vermilion, South **REMARKS**  
 Addition; Viosca Knoll;  
 West Cameron; West Cameron,  
 South & West Additions; West  
 Delta, South Addition; Brazos  
 Area; High Island and Pensacola

BY \_\_\_\_\_ DATE \_\_\_\_\_

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE

RECEIPT

DATE: July 2, 1992

SERIAL NUMBER: OCS 0436, 0437, OCS-G 0988, 1891, 2009, 2320, 2321, 2845,  
2846, 4252, 4405, 4407, 4436, 4750, 5206, 5392, 5393, 5499,  
5516, 5803

SUBJECT: Collateral Mortgage of Mineral Interests

APPLICANT:

REMITTER IF DIFFERENT:

Schully & Roberts  
Energy Centre  
1100 Poydras Street, Suite 1800  
New Orleans, Louisiana 70163

FILING FEE EARNED: \$500.00

FUND SYMBOL:

140850

Check No. 2521, dated 7/1/92, First NBC, First National Bank of Commerce,  
New Orleans, Louisiana

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE

RECEIPT

DATE: July 2, 1992

SERIAL NUMBER: OCS 0436, 0437, OCS-G 0988, 1891, 2009, 2320, 2321, 2845,  
2846, 4252, 4405, 4407, 4436, 4750, 5206, 5392, 5393, 5499,  
5516, 5803

SUBJECT: Financing Statement

APPLICANT:

Schully & Roberts  
Energy Centre  
1100 Poydras Street, Suite 1800  
New Orleans, Louisiana 70163

REMITTER IF DIFFERENT:

FILING FEE EARNED: \$500.00

FUND SYMBOL:

140850

Check No. 2521, dated 7/1/92, First NBC, First National Bank of Commerce,  
New Orleans, Louisiana

UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 MINERALS MANAGEMENT SERVICE

DATE

PARENT SERIAL NUMBER

APPLICANT: \_\_\_\_\_ SUBJECT:  
 REMITTER IF DIFFERENT THAN APPLICANT:

PURPOSE	FUND SYMBOL	AMOUNT
<u>FILING FEE EARNED</u>	140850 (17)	
<u>ADVANCE FILING FEE AND/OR RENTAL</u>	14X6800 (17)	
<u>ONE-FIFTH BONUS</u>	14X6875 (17)	
<u>FIRST YEAR'S RENTAL</u>		
<u>FOUR-FIFTHS BONUS</u>		
<u>TOTAL</u>		

REMARKS \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_

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UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 MINERALS MANAGEMENT SERVICE

✓ 5393

January 13, 1992

OCS-G 8151, 7286, 7901, 13056, 13055, 7898, 7828, 7827, 7826, 7825,  
 13034, 13033, 6771, 2084, PARENT SERIAL NUMBER  
 2047, 5393

Assignments of Overriding Royalty Interest

SUBJECT

APPLICANT:

REMITTER IF DIFFERENT THAN APPLICANT:

Elf Aquitaine Operating, Inc.  
 1000 Louisiana, Suite 3800  
 Houston, Texas 77002

PURPOSE	FUND SYMBOL	AMOUNT
FILING FEE EARNED	140850 (17)	\$ 400 00
ADVANCE FILING FEE AND/OR RENTAL	14X6800 (17)	
ONE-FIFTH BONUS	14X6875 (17)	
FIRST YEAR'S RENTAL		
FOUR-FIFTHS BONUS		
<b>TOTAL</b>		<b>\$ 400 00</b>

Check No. 029521, dated 1/9/92, NCNB Texas, Beaumont, Texas

REMARKS \_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_

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UNITED STATES

DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE

✓ 65393

November 9, 1990 DATE  
 OCS 0436, 0437, OCS-G 5392, 5516, 5206, 5803, 5393, 5499, 9116,  
 9440, 4405, 2009, 4407 PARENT SERIAL NUMBER

Overriding Royalty Conveyance

APPLICANT:

SUBJECT  
REMITTER IF DIFFERENT THAN APPLICANT:

Brown Maroney & Oaks Hartline  
 1300 Wortham Tower  
 2727 Allen Parkway  
 Houston, Texas 77019

PURPOSE	FUND SYMBOL	AMOUNT
<u>FILING FEE EARNED</u>	140850 (17)	\$325 00
<u>ADVANCE FILING FEE AND/OR RENTAL</u>	14X6800 (17)	
<u>ONE-FIFTH BONUS</u>	14X6875 (17)	
<u>FIRST YEAR'S RENTAL</u>		
<u>FOUR-FIFTHS BONUS</u>		
<u>TOTAL</u>		\$325 00

Check No. 2144, dated 11/8/90, American Bank, Houston, Texas

## REMARKS

BY \_\_\_\_\_ DATE \_\_\_\_\_

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERAL MANAGEMENT SERVICE

December 9, 1988

DATE

OCS-G 5393, Assignment

PARITY CERAL

Block 318, East Cameron Area, South Addition

APPLICANT:

NAME OF BENEFICIARY FROM APPLICANT

ElP Aquitaine, Inc.  
1000 Louisiana, Suite 3800  
Houston, Texas 77002

PURPOSE	AMOUNT	ACCOUNT
ELP/1000 PUR/1000000	140000 (17)	825 00
ESTATE ESUS PUR AND/OR RENTAL	1400000 (17)	
OMR-27TH CERIAL	14000075 (17)	
PLATY VACUO RENTAL		
POUNCE/THE CERIAL		
<b>TOTAL</b>		<b>825 00</b>

Check No. 1545, dated 12/8/88, Texas Contractors Bank, Houston, Texas

BEST AVAILABLE COPY

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FORM 1498-202 (OCS-G 1003)

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PARENT CUSTODIAL HISTORY

DATA

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DEPARTMENT OF THE INTERIOR  
NATIONAL PARKS AND MONUMENTS  
UNITED STATES

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERAL MANAGEMENT SERVICE

No. 1213103

Aug 3, 1988

DATE

103-8 58850 - ~~Application~~

PAYMENT NUMBER

All of Block 103, East Ocean Area, South Atlantic COUNTRY  
APPLICANT: RENTAL DIFFERENT THAN APPLICANT:

Phillips Petroleum Company  
P.O. Box 3007  
Enid, Oklahoma

PURPOSE	AMOUNT	ACCOUNT
<u>PILEING FEES DATED 8/28/88</u>	<u>1480333 (17)</u>	<u>103-8</u>
<u>ADVANCED PILEING FEES AND/OR RENTAL</u>	<u>1480333 (17)</u>	
<u>ONE-FIFTH DOWNS</u>	<u>1480378 (17)</u>	
<u>PILOT VIBRATOR RENTAL</u>		
<u>FOUR-FIFTHS DOWNS</u>		
<u>TOTAL</u>	<u>\$25.00</u>	

Check 103 dated 8/28/88 thru Block 103 and Date to August 1988, OCSBBS

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERALS MANAGEMENT SERVICE

No. 1216304

JUN 17, 1983

DATE

60-1 100

PARENT SERIAL NUMBER

DUSTY DRILL CO., INC., DUSTY DRILL  
APPLICANT

CHECK IF APPLICANT IS DIFFERENT THAN ASSUMED

DUSTY DRILL CO., INC.  
PO BOX 1000  
WYOMING, WYOMING 82201

DUSTY DRILL CO., INC.

PURPOSE	FILED BY	ACCOUNT
FILED FOR RENTAL	1410000 (17)	
ADVANCED FILING FEE AND/OR RENTAL	14100000 (17)	
OPTIONAL BONUS	1410075 (17)	
ONE-YEAR RENTAL	1410093 (17)	1 100.00
DOWN-PAID BONUS	1410100 (17)	100.00
<b>TOTAL</b>		<b>1100.00</b>

DUSTY DRILL CO., INC., DUSTY DRILL CO., INC., DUSTY DRILL CO., INC.

REMARKS

IV DATE

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
MINERAL MANAGEMENT SERVICE

No. 1200019

175.6 DATE

04124 PARENT SERIAL NUMBER

APPLICANT: SUBJECT:  
HILL BROS. INC.  
HILL BROS. INC.  
HILL BROS. INC.

PURPOSE	AMOUNT	ACCOUNT
FILING FEES EARNED	10000.00 (17)	
ADVANCE PAYING FEES AND/OR RENTAL	10000.00 (17)	
ONE-FIFTH DOWNS	10000.00 (17)	10000.00 (17)
FIFTH YEAR RENTAL		
FOUR-FIFTH DOWNS		
<b>TOTAL</b>		20000.00

G. M. DOWD, Banker, Houston, Texas

REMARKS

DATE

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Check List for High Bids and Bids...

5393

dr

Bonus Bid 2,153,000  
 Cash with Bid 430,600  
 1/3 of Bonus Bid 430,600

1. Does remittance total equal 1/5th bonus? Yes  No

a. Balance of Bonus (4/5ths of Total Bid) 1,722,400 Yes  No

b. Is remittance on proper form (cash, cashier's or certified check, or bank draft? A sight draft is not acceptable. Yes  No

c. Does bid equal or exceed the per acre/hectare minimum bid? Yes  No

2. Is bidder qualified? Yes  No

a. If individual, a citizenship statement must accompany each bid. Yes  No

b. If partnership or association, bid shall be accompanied by a certified statement indicating the State in which it is registered and that it is authorized to hold mineral leases on the OCS or appropriate reference to the records of the MMS in which such a copy has already been filed. Yes  No

c. If corporation, bid shall be accompanied by a statement certified by the corporate secretary or assistant secretary over the corporate seal showing the State in which it was incorporated and that it is authorized to hold mineral leases on the OCS or appropriate reference to the records of the MMS in which such a copy has already been filed. Yes  No

3. Is person signing bid properly authorized? Yes  No

a. If citizen, the citizenship statement suffices. Yes  No

b. If partnership or association and no reference is made to a previous MMS record where authority is filed, examine accompanying documents to determine authority to bind the partnership or association. Yes  No

c. If corporation and no reference is made to a MMS record where such authority is filed, there must be either a certified copy of a resolution of the board of directors authorizing the signing person to bind the corporation, or a certified copy of agency or power of attorney, or a certified statement by the secretary or assistant secretary of the corporation over the corporate seal indicating that the person signing has proper authority. Yes  No

4. Does Form 1140-7 (June 1982) and Form 1140-8 (June 1982) accompany each bid, or is there reference to bid to MMS record where they were previously filed for this sale? Yes  No

5. Is bidder covered by a blanket OCS bond? If not, fill below and place a blue flier in OCS folder. Clerk-typist will know that the action in that case shall include appropriate bond representation language. Yes  No

6. If joint bid, are bidders qualified for joint bidding? Yes  No

IGOMI RUY 1323  
(September 1982)

OIL AND GAS BID

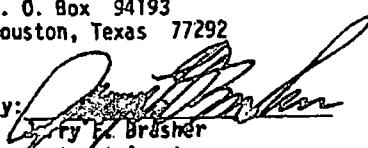
The following bid is submitted for an oil and gas lease on the map area and block of the Outer Continental Shelf specified below:

<u>Map Name or Number</u>	<u>Block</u>	
<u>East Cameron Area</u> <u>South Addition</u>	<u>318</u>	
<u>Total Amount Bid</u>	<u>Amount per Acre</u>	<u>Amount of Cash Bonus Submitted with Bid</u>
<u>\$2,153,000.00</u>	<u>\$430.60</u>	<u>\$430,600.00</u>

Proportionate Interest of  
Company(s) Submitting Bid

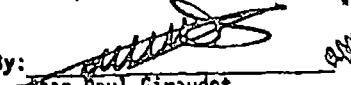
Qualification No. 418  
Percent Interest 50.00000%

Aminoil USA, Inc.  
P. O. Box 94193  
Houston, Texas 77292

By:   
Terry E. Brasher  
Contract Agent

Qualification No. 128  
Percent Interest 50.00000%

Elf Aquitaine, Inc.  
One Memorial City Plaza  
Suite 1200, 800 Gessner  
Houston, Texas 77024

By:   
Jean-Paul Giraudet  
Attorney-In-Fact